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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

GS HOLISTIC, LLC,
Plaintiff,

v.

AHMED ASUMAIRI d/b/a ROYAL
FLAME TOBACCO and AHMED
ASUMAIRI,
Defendant.

No. 1:22-cv-01498-TLF-AC

AMENDED COMPLAINT FOR
INJUNCTIVE RELIEF AND
DAMAGES

The Plaintiff, GS HOLISTIC, LLC (hereinafter referred to as “GS”), by and through its undersigned counsel, hereby files this, its Complaint against the Defendants, AHMED ASUMAIRI d/b/a ROYAL FLAME TOBACCO and AHMED ASUMAIRI, and alleges, as follows:

Jurisdictional Allegations

1. This is a civil action against the Defendants for trademark infringement, counterfeiting, and false designation of origin and unfair competition, under the Lanham Act (15 U.S.C. § 1051 *et. seq.*).

2. This Court has subject matter jurisdiction over the claims in this action

3. This Court has personal jurisdiction over the Defendants because AHMED ASUMAIRI d/b/a ROYAL FLAME TOBACCO is incorporated in and has its principal place of business in California. The AHMED ASUMAIRI resides in California, and the Defendants regularly conduct and solicit business in the State of California (including in this Judicial District).

4. Venue is proper in this district under 28 U.S.C. § 1391(b) in that the Defendants reside in this district, a substantial part of the events or omissions giving rise to the claim occurred in this district, and the Defendants are subject to personal jurisdiction in this Judicial District with respect to this action, and there is no other district in which the action may otherwise be brought.

5. GS HOLISTIC, LLC is a Delaware Limited Liability Corporation that has its principal place of business at 7162 Beverly Boulevard, #207, Los Angeles, California 90036. GS is the registered owner of the Stündenglass trademarks.

6. AHMED ASUMAIRI d/b/a ROYAL FLAME TOBACCO (hereinafter referred to as “ROYAL FLAME”) is a company/corporation that is incorporated in California, and has its principal place of business at 3848 McHenry Ave Ste 365,

1 Modesto, CA 95356. ROYAL FLAME has engaged in the unlawful manufacture,
2 retail sale, and/or wholesale sales of counterfeit Stündenglass glass infusers.

3 7. At all times material to this Complaint, AHMED ASUMAIRI owned,
4 managed, and/or operated ROYAL FLAME, and regularly exercised the authority to
5 purchase products for resale, decide which products ROYAL FLAME offered for
6 sale, to hire and fire employees, and controlled the finances and operations of
7 ROYAL FLAME.
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10 **Facts Common to All Counts**

11 **A. The History of The Stündenglass Brand.**

12 8. Since 2020, GS has marketed and sold products using the well-known
13 trademark “Stündenglass.” The Stündenglass branded products, such as glass
14 infusers and accessories related thereto, are widely recognized nationally and
15 internationally. Indeed, the Stündenglass brand is one of the leading companies in
16 the industry, known for high quality and innovation of products.
17

18 9. For approximately two years, GS has worked to distinguish the
19 Stündenglass brand as the premier manufacturer of glass infusers by emphasizing the
20 brand’s unwavering use of quality materials and focusing on scientific principles
21 which facilitate a superior smoking experience. Stündenglass branded products
22 embody a painstaking attention to detail, which is evident in many facets of authentic
23 Stündenglass branded products. It is precisely because of the unyielding quest for
24 quality and unsurpassed innovation that Stündenglass branded products have a
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1 significant following and appreciation amongst consumers in the United States and
2 internationally.

3 10. As a result of the continuous and extensive use of the trademark
4 “STÜNDENGLASS,” GS was granted both valid and subsisting federal statutory and
5 common law rights to the Stündenglass trademark.
6

7 11. GS is the rightful owner of United States trademarks, which are
8 registered on the Principal Register and have become incontestable within the
9 meaning of Section 15 of the Lanham Act, 15 U.S.C. § 1065. The following is a list
10 of GS’s federally registered trademarks:
11

12 a. U.S. Trademark Registration Number 6,633,884 for the standard
13 character mark “Stündenglass” in association with goods further identified in
14 registration in international class 011.
15

16 b. U.S. Trademark Registration Number 6,174,292 for the design
17 plus words mark “S” and its logo in association with goods further identified
18 in the registration in international class 034.

19 c. U.S. Trademark Registration Number 6,174,291 for the standard
20 character mark “Stündenglass” in association with goods further identified in
21 registration in international class 034.

22 12. The above U.S. registrations are valid, subsisting and in full force and
23 effect.

24 The Stündenglass Brand in the United States.
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1 13. GS has used the Stündenglass Marks in commerce throughout the
2 United States, continuously, since 2020, in connection with the manufacturing of
3 glass infusers and accessories.

4 14. The Stündenglass Marks are distinctive to both the consuming public
5 and the Plaintiff's trade. GS's Stündenglass branded products are made from
6 superior materials. The superiority of Stündenglass branded products is not only
7 readily apparent to consumers, but to industry professionals as well.
8

9 15. The Stündenglass Trademarks are exclusive to GS and appear clearly
10 on GS's Stündenglass Products, as well as on the packaging and advertisements
11 related to the products. GS has expended substantial time, money, and other resources
12 in developing, advertising, and otherwise promoting and protecting these
13 Trademarks. As a result, products bearing GS's Stündenglass Trademarks are widely
14 recognized and exclusively associated by consumers, the public, and the trade as
15 being high-quality products sourced from GS.
16

17 16. GS's Stündenglass Products have become some of the most popular of
18 their kind in the world and have also been the subject of extensive unsolicited
19 publicity resulting from their high-quality and innovative designs. Because of these
20 and other factors, the GS brand, the Stündenglass brand, and GS's Stündenglass
21 Trademarks are famous throughout the United States.
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23 17. Since 2020, GS has worked to build significant goodwill in the
24 Stündenglass brand in the United States. GS has spent substantial time, money, and
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1 effort in developing consumer recognition and awareness of the Stündenglass brand,
2 via point of purchase materials, displays, through their websites, attending industry
3 trade shows, and through social media promotion.

4 18. In fact, the Stündenglass Products have been praised and recognized by
5 numerous online publications, as well as publications directed to the general public.

6 19. Due to the high quality of the brand and products, GS has collaborated
7 with numerous celebrities and companies to create collaborations for the
8 Stündenglass products.
9

10 20. GS sells its products under the Stündenglass Marks to authorized stores
11 in the United States, including in California. GS has approximately 3,000 authorized
12 stores in the United States selling its products. As such, Stündenglass branded
13 products reach a vast array of consumers throughout the country.
14

15 21. It is because of the recognized quality and innovation associated with
16 the Stündenglass Marks that consumers are willing to pay higher prices for genuine
17 Stündenglass products. For example, a Stündenglass brand glass infuser is priced at
18 \$599.95, while a non-Stündenglass branded product is also being sold for up to \$600,
19 with a range of \$199 to \$600.
20

21 22. It is exactly because of their higher sales value that Stündenglass
22 branded products are targeted by counterfeiters. These unscrupulous people and
23 entities tarnish the Stündenglass brand by unlawfully selling glass infusers that have
24 identical, or nearly identical, versions of the Stündenglass Marks affixed to products
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1 that are made with inferior materials and technology, thereby leading to significant
2 illegitimate profits by store owners, such as AHMED ASUMAIRI.

3 23. In essence, AHMED ASUMAIRI misleads consumers by selling in
4 their stores low grade products that free ride on the goodwill of the Stündenglass
5 brand, and in turn, AHMED ASUMAIRI reaps substantial ill-gotten profits.
6 AHMED ASUMAIRI's conduct contributes to the complete flooding of the
7 marketplace with counterfeit products, which results in lost sales and damages to GS
8 and irreparable harm to the Stündenglass brand's image.
9

10 24. Unfortunately, the current U.S. marketplace is saturated with counterfeit
11 products – like those AHMED ASUMAIRI through his store, ROYAL FLAME, has
12 sold. As such, GS has been forced to scrupulously enforce its rights in order to
13 protect the Stündenglass Marks against infringement. By exercising its Enforcement
14 Rights, GS has proactively and successfully policed the unauthorized use of the
15 Stündenglass Marks and/or counterfeit Stündenglass branded products nationwide.
16 GS has had to bear great expense to seek out and investigate suspected counterfeiters
17 in their attempt to clean up the marketplace.
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22 **Defendants' Counterfeiting and Infringing Activities**

23 25. The Defendants have, without consent of GS, previously offered to sell
24 and sold within the United States commerce, glass infusers bearing reproductions,
25 counterfeits, copies and/or colorable imitations of the Stündenglass Trademarks that
26 were not made or authorized by GS. (Hereinafter the "Counterfeit Goods").
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28

1 26. Nevertheless, the Defendants sold in commerce the Counterfeit Good
2 using reproductions, counterfeits, copies and/or colorable imitations of one or more
3 of the Stündenglass Marks. Specifically, the Defendants sold reproductions,
4 counterfeits, copies, and/or colorable imitations of the Stündenglass Trademarks
5 (hereinafter the “Infringing Marks”), detailed above.
6

7 27. The Defendants have, without the consent of GS, continued to sell the
8 Counterfeit Goods bearing the Infringing Marks, bearing the likeness of the
9 Stündenglass Trademarks in the United States.
10

11 28. The marks affixed to the Counterfeit Goods that the Defendants have
12 offered for sale are spurious marks which are identical with, or substantially
13 indistinguishable from, the Stündenglass Trademarks. The marks on the Counterfeit
14 Goods are in fact counterfeit marks as defined in 15 U.S.C. § 1116(d).
15

16 29. In the ongoing investigation into the sales of counterfeit products
17 bearing the Stündenglass Marks, on October 18, 2022, the ROYAL FLAME offered
18 for sale Counterfeit Goods.
19

20 30. Specifically, GS’s investigator purchased a Glass Infuser with a
21 Stündenglass Mark affixed to it, from ROYAL FLAME, for a cost of \$323.61,
22 charged to the account of GS’s investigator.
23

24 31. Upon receipt, images and/or the physical unit of the product purchased
25 from ROYAL FLAME were inspected by GS’s agent to determine its authenticity.
26 The inspection of the purchased item confirmed that the Glass Infuser ROYAL
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FLAME sold to GS's investigator was a Counterfeit Good with an Infringing Mark affixed to it.

32. AHMED ASUMAIRI authorized, directed, and/or participated in ROYAL FLAME's offer for sale, in commerce, of the Counterfeit Goods. AHMED ASUMAIRI's acts were a moving, active, and/or conscious force behind ROYAL FLAME's infringement of the Stündenglass Trademarks.

33. The Defendants' use of the counterfeit Stündenglass Trademarks began long after the registration of the Stündenglass Trademarks. GS nor any of its authorized agents have consented to the Defendants' use of the Stündenglass Trademarks, or any use of reproductions, counterfeits, copies and/or colorable imitations thereof.

34. The unauthorized sale by ROYAL FLAME, under the authority, direction and/or participation of AHMED ASUMAIRI, of the Counterfeit Good(s) was an unlawful act in violation of the Lanham Act.

35. The offer for sale by the Defendants of the Counterfeit Good(s) bearing GS's Trademarks has caused GS to suffer losses and has caused damage to the goodwill and reputation associated with the Stündenglass Trademarks, which are owned by GS.

36. ROYAL FLAME's use of the Stündenglass Marks includes displaying, selling, and/or offering for sale unauthorized copies of Stündenglass branded products. ROYAL FLAME's offering to sell, and the sale of the Stündenglass

1 counterfeit products, bearing the Infringing Mark in this manner, was, and is, likely
2 to cause confusion or to cause mistake and/or deceive consumers who purchase the
3 Counterfeit Goods.

4 37. ROYAL FLAME used images and names identical to or confusingly
5 similar to the Stündenglass Marks, to confuse customers and aid in the promotion
6 and sales of Counterfeit Goods under the Infringing Mark.
7

8 38. The Infringing Mark affixed to the Counterfeit Goods that ROYAL
9 FLAME has distributed, provided, marketed, advertised, promoted, offered for sale,
10 and/or sold, is confusingly identical or similar to the Stündenglass Marks that GS
11 affixes to its glass infusers.
12

13 39. The glass infusers that ROYAL FLAME sells and offers for sale under
14 the Infringing Mark are made of substantially inferior materials and inferior
15 technology as compared to genuine Stündenglass brand products.
16

17 40. ROYAL FLAME has distributed, provided, marketed, advertised,
18 promoted, offered for sale, and sold its water pipes under the Infringing Mark through
19 its retail convenience store.
20

21 41. Upon information and belief, ROYAL FLAME has marketed,
22 advertised, and promoted its Counterfeit Goods under the Infringing Mark through
23 point of purchase displays, and/or its website, and/or via social media promotion.
24

25 42. ROYAL FLAME and AHMED ASUMAIRI's infringing acts as alleged
26 herein have caused and are likely to cause confusion, mistake, and deception among
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1 the relevant consuming public as to the source or origin of the Counterfeit Goods
2 sold by ROYAL FLAME, and are likely to deceive, and have deceived, the relevant
3 consuming public into mistakenly believing that the Counterfeit Goods sold by
4 ROYAL FLAME originate from, are associated or affiliated with, or otherwise
5 authorized by GS.
6

7 43. ROYAL FLAME and AHMED ASUMAIRI's acts are willful with the
8 deliberate intent to trade on the goodwill of the Stündenglass Marks, cause confusion
9 and deception in the marketplace, and divert potential sales of the Plaintiff's glass
10 infusers to ROYAL FLAME.
11

12 44. ROYAL FLAME and AHMED ASUMAIRI's acts are causing and,
13 unless restrained, will continue to cause damage and immediate irreparable harm to
14 GS, the Stündenglass Marks, and to its valuable reputation and goodwill with the
15 consuming public for which GS has no adequate remedy at law.
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18 45. As a proximate result of the unfair advantage accruing to AHMED
19 ASUMAIRI and ROYAL FLAME's business from deceptively trading on GS's
20 advertising, sales, and consumer recognition, AHMED ASUMAIRI and ROYAL
21 FLAME has made and will continue to make substantial profits and gains to which
22 they are not in law or equity entitled.
23
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25 46. The injuries and damages sustained by GS has been directly and
26 proximately caused by ROYAL FLAME and AHMED ASUMAIRI's wrongful
27 advertisement, promotion, distribution, sale and offers for sale of their goods bearing
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infringements or counterfeits of the Stündenglass Marks.

47. Through such business activities, AHMED ASUMAIRI and ROYAL FLAME purposefully derived direct benefits from its interstate commerce activities by targeting foreseeable purchasers in the State of California, and in doing so, have knowingly harmed GS.

48. Furthermore, the sale and distribution of Counterfeit Goods by ROYAL FLAME has infringed upon the above-identified federally registered trademarks.

49. The spurious marks or designations used by ROYAL FLAME in interstate commerce are identical with, or substantially indistinguishable from, the Stündenglass Marks on goods covered by the Stündenglass Marks. Such use therefore creates a false affiliation between ROYAL FLAME, GS, and the Stündenglass Marks.

50. Due to the actions of AHMED ASUMAIRI and ROYAL FLAME, GS has been forced to retain the undersigned counsel and pay the costs of bringing an action forward. The AHMED ASUMAIRI and ROYAL FLAME should be responsible for paying GS's reasonable costs of the action.

51. AHMED ASUMAIRI and ROYAL FLAME's acts have damaged, and will continue to damage GS, and GS has no adequate remedy at law.

52. Moreover, ROYAL FLAME and AHMED ASUMAIRI's wrongful acts will continue unless enjoined by the Court. Accordingly, AHMED ASUMAIRI and ROYAL FLAME must be restrained and enjoined from any further counterfeiting or

1 infringement of the Stündenglass Marks.

2 **Count One**
3 **Federal Trademark Counterfeiting and Infringement, 15 U.S.C. § 1114**

4 53. The Plaintiff avers Paragraphs 1 through 52, which are stated above and
5 incorporate the allegations therein, as though they are fully restated and incorporated
6 in this Count by reference.

7
8 54. GS owns the federally registered Stündenglass Trademarks, as set forth
9 in more detail in the foregoing paragraphs.

10
11 55. The Defendants, without authorization from GS, have used in commerce
12 spurious designations that are identical with, or substantially indistinguishable from,
13 the Stündenglass Trademarks on the same goods covered by the Stündenglass
14 Trademarks.

15
16 56. The Defendants' unauthorized use of counterfeit marks of the registered
17 Stündenglass Trademarks on and in connection with the Defendants' offer(s) for sale
18 in commerce is likely to cause confusion or mistake in the minds of the public.

19
20 57. The Defendants' conduct as alleged herein is willful and intended to
21 cause confusion, mistake, or deception as to the affiliation, connection, or association
22 of the Defendants, with GS or the Stündenglass Trademarks.

23
24 58. The Defendants' acts constitute willful trademark infringement in
25 violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

26
27 59. The Defendants' actions constitute the use by the Defendants of one or
28

more “counterfeit mark(s)” as defined in 15 U.S.C. § 1116(d)(1)(B).

60. The Defendants’ use in commerce of the counterfeit Stündenglass Trademarks has resulted in lost profits and business to GS, which are difficult to determine. The Defendants have also, by selling counterfeit Stündenglass products, caused considerable damage to the goodwill of the Stündenglass Trademarks, and diminished the brand recognition of the Stündenglass Trademarks by introducing counterfeit products into the marketplace.

61. By reason of the foregoing, the Plaintiff is entitled to, among other relief, injunctive relief, an award of statutory damages, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests that this Court find in favor of the Plaintiff and against the Defendant jointly and severally for the OWNER, and other officers, and directors, for the knowing participation in the counterfeiting activities of AHMED ASUMAIRI, awarding the Plaintiff statutory damages pursuant to 15 U.S.C. § 1117, treble damages pursuant to 15 U.S.C. § 1117(b), the costs of suit, and any further relief that this Court may deem just and proper.

Count Two
Federal False Designation of Origin and Unfair Competition, 15 U.S.C. §

1125(a)

1 62. The Plaintiff avers Paragraphs 1 through 52, which are stated above and
2 incorporate the allegations therein, as though they are fully restated and incorporated
3 in this Count by reference.

4 63. GS owns the federally registered Stündenglass Trademarks, as set forth
5 in more detail in the foregoing paragraphs.

6 64. The Defendants, without authorization from GS, has used in commerce
7 spurious designations that are identical with, or substantially indistinguishable from,
8 the Stündenglass Trademarks on the same goods covered by the Stündenglass
9 Trademarks.
10

11 65. The Defendants' unauthorized use of counterfeit marks of the registered
12 Stündenglass Trademarks on and in connection with the Defendants' offers for sale
13 in commerce is likely to cause confusion or mistake in the minds of the public.
14

15 66. The Defendants' unauthorized use in commerce of the Stündenglass
16 Trademarks as alleged herein constitutes use of a false designation of origin and
17 misleading description and representation of fact in violation of Section 43(a) of the
18 Lanham Act, 15 U.S.C. § 1125(a).
19

20 67. The Defendants' conduct as alleged herein is willful and is intended to,
21 and is likely to, cause confusion, mistake, or deception as to the affiliation,
22 connection, or association of the Defendants, with GS or the Stündenglass
23 Trademarks.
24

25 68. The Defendants' conduct as alleged herein is causing immediate and
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irreparable harm and injury to GS, and to the goodwill and reputation of the Stündenglass Trademarks. Moreover, it will continue to cause damage GS and confuse the public unless enjoined by this Court.

69. GS has no adequate remedy at law.

70. By reason of the foregoing, the Plaintiff is entitled to, among other relief, injunctive relief, an award of statutory damages, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests that this Court find in favor of the Plaintiff and against the Defendant jointly and severally for the OWNER, and other officers, and directors, for the knowing participation in the counterfeiting activities of AHMED ASUMAIRI, awarding the Plaintiff statutory damages pursuant to 15 U.S.C. § 1117, treble damages pursuant to 15 U.S.C. § 1117(b), the costs of suit, and any further relief that this Court may deem just and proper.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests the following relief against the Defendants, as follows:

1. With regard to Plaintiff's Count I for trademark infringement:
 - a. Statutory damages under 15 U.S.C. § 1117;
 - b. Treble damages under 15 U.S.C. § 1117(b);

c. Costs of suit; and

d. Joint and several liability for AHMED ASUMAIRI, and other officers, and directors, for the knowing participation in the counterfeiting activities of AHMED ASUMAIRI.

2. With regard to Plaintiff's Count II for false designation and unfair competition:

a. Statutory damages under 15 U.S.C. § 1117;

b. Treble damages under 15 U.S.C. § 1117(b);

c. Costs of suit; and

d. Joint and several liability for AHMED ASUMAIRI, and other officers, and directors, for the knowing participation in the counterfeiting activities of AHMED ASUMAIRI.

3. Preliminarily and permanently enjoining AHMED ASUMAIRI and its agents, employees, officers, directors, owners, representatives, successor companies, related companies, and all persons acting in concert or participation with it from:

a. The import, export, making, manufacture, reproduction, assembly, use, acquisition, purchase, offer, sale, transfer, brokerage, consignment, distribution, storage, shipment licensing, development, display, delivery, marketing, advertising or promotion of the counterfeit Stündenglass product identified in the Complaint and any

other unauthorized Stündenglass product, counterfeit, copy or
colorful imitation thereof;

4. Pursuant to 15 U.S.C. § 1116(a), directing AHMED ASUMAIRI to file
with the Court and serve on the Plaintiff's within thirty (30) days after issuance of an
injunction, a report in writing and under oath setting forth in detail the manner and
form in which AHMED ASUMAIRI has complied with the injunction;

5. For an order from the Court requiring that the Defendants provide
complete accountings and for equitable relief, including that the Defendants disgorge
and return or pay their ill-gotten gains obtained from the illegal transactions entered
into and/or pay restitution, including the amount of monies that should have been
paid if the Defendants had complied with their legal obligations, or as equity requires;

6. For an order from the Court that an asset freeze or constructive trust be
imposed on all monies and profits in the AHMED ASUMAIRI's possession, which
rightfully belong to the Plaintiff;

7. Pursuant to 15 U.S.C. § 1118 requiring that the Defendants and all
others acting under the Defendants' authority, at its cost, be required to deliver up to
the Plaintiff for destruction all products, accessories, labels, signs, prints, packages,
wrappers, receptacles, advertisements, and other material in their possession, custody
or control bearing any of the Stündenglass Trademarks.

8. For any other and further relief as the Court may deem just and
equitable.

Date: September 14, 2023

Respectfully Submitted,

/s/ Tomas Carlos Leon.

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